

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES
OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF POLAND
FOR THE ESTABLISHMENT OF THE U.S.-POLISH FULBRIGHT
COMMISSION

The Government of the United States of America and the Government of the Republic of Poland (hereinafter referred to as "the Parties"), desiring to promote mutual understanding between the peoples of the United States of America and the Republic of Poland by a wider exchange of knowledge and professional talents through educational activities, have agreed as follows:

Article I

(1) There shall be established a Commission which shall be called the U.S.-Polish Fulbright Commission (hereinafter referred to as the "Commission"), which shall be recognized by the Government of the United States of America and the Government of the Republic of Poland as an organization established to facilitate the administration of an educational exchange program to be funded by both Parties in accordance with the terms of this Agreement.

(2) The purposes of the Commission shall be to support studies, research, instruction, and other educational activities of or for citizens and nationals of the United States of America in Poland and of or for citizens and nationals of the Republic of Poland in the United States of America, as well as visits and exchanges between the United States of America and the Republic of Poland of students, trainees, scholars, teachers, instructors, professors, artists and professionals. The Commission shall also support such other related educational and cultural programs and activities as are provided for in budgets approved in accordance with Article IV of the present agreement.

Article II

(1) The Commission shall be governed by a Board (hereinafter referred to as the "Board") consisting of ten members, five of whom shall be citizens of the United States of America and five of whom shall be citizens of the Republic of Poland. In addition, the Chief of the Diplomatic Mission of the United States of America to the Republic of Poland and the Minister of National Education of the Republic of Poland shall serve jointly as Honorary Co Chairmen of the Board.

(2) The Chief of the Diplomatic Mission of the United States of America to the Republic of Poland shall have the power of appointment and removal of the United States citizens on the Board, at least two of whom shall be officers of the United States Foreign Service in the Republic of Poland. The Minister of National Education of the Republic of Poland shall have the power of appointment and removal of the Polish citizens on the Board. Both sides shall strive to include representatives of their respective academic communities on the Board.

(3) A Chairman with voting power shall be selected by the Board from among its members for a term of one year. The chairmanship shall be assumed alternatively by a citizen of the United States of America and a citizen of the Republic of Poland.

(4) Each member of the Board shall have one vote. The decisions of the Board shall be made by a majority of the votes cast. The Chairman may cast a second and deciding vote in the event of a tie vote. A quorum for a meeting shall be six members.

(5) The members shall serve from the time of their appointment until December 31 of the following year and shall be eligible for reappointment. Vacancies by reason of resignation, transfer of residence outside the Republic of Poland, expiration of service, or otherwise, shall be filled in accordance with the appointment procedure set forth in this Article. The members shall serve without compensation, but the Board may authorize the payment of the necessary expenses of the members for attending the meetings of the Board and performing other official duties assigned by the Board.

(6) A Treasurer and Alternate Treasurer of the Commission shall be elected from among the Board members, one of whom shall be a citizen of the Republic of Poland and the other a citizen of the United States of America. The Treasurer, and in his or her absence the Alternate Treasurer, shall be authorized to receive and deposit funds in depositories designated by the Commission and take responsibility for management of the financial resources of the Commission.

(7) The Board shall adopt such by-laws and appoint such committees as it shall deem necessary.

(8) The Office for U.S.-Polish Educational Exchanges, established by the Agreement of March 22, 1990, shall be dissolved and its funds and other properties shall be turned over to the Commission. The Commission Board shall include the members of the Office Board, who will serve for the remainder of their unexpired terms. The Executive Director and staff of the Office shall become the Executive Director and staff of the Commission and remain governed by their present contracts.

Article III

The Commission may, subject to the provisions of this Agreement, exercise those powers necessary to realize this Agreement's purposes, including the following:

(1) plan, adopt and carry out educational exchange programs in accordance with the present Agreement and on the basis of the interests and needs of both countries;

(2) prepare each year an announcement of and application instructions for a national, public competition in the Republic of Poland setting forth the details of the program for that particular year, including procedures for the distribution and submission of applications to the Commission for consideration by the Board;

(3) develop a comprehensive proposal detailing the scope of Commission programs for the following fiscal year, the academic areas of concentration, the types of grants and similar general guidelines, for approval by both Parties;

(4) recommend to the J. William Fulbright Foreign Scholarship Board of the United States of America (hereinafter known as the "Fulbright Scholarship Board") students, trainees, scholars, teachers, instructors, professors, artists and professionals who are citizens of the Republic of Poland and associated with academic institutions or organizations in the Republic of Poland for participation in such programs;

(5) transmit to the appropriate universities and other institutions of higher learning in the Republic of Poland the nomination of candidates, made on the basis of the national, public competition in the United States organized by competent agencies authorized for this purpose, who are citizens or nationals of the United States of America for studies, research, instruction and other educational activities in the Republic of Poland;

(6) recommend to the Fulbright Scholarship Board and the competent agencies and organizations in the Republic of Poland such qualifications and conditions for the selection of program participants as it may deem necessary for achieving the purposes of the present Agreement;

(7) subject to the conditions and limitations set forth herein, authorize the disbursement of funds and the making of grants for the authorized purposes of this Agreement, including payment for transportation, tuition, maintenance, and other expenses incident thereto;

(8) provide for the annual audits of the accounts of the Commission by auditors approved by the Board, and both Parties: if so requested by the Parties, the Commission shall also permit other auditing of its accounts by representatives of either or both Parties;

(9) acquire, hold, and dispose of property in the name of the Commission as it may consider necessary or desirable, provided, however, that adequate facilities for the activities of the Commission shall be assured; and

(10) accept contributions from other appropriate sources which are intended to carry out the purposes of this Agreement. Such contributions shall not affect the joint and cooperative nature of the Commission and its activities.

Article IV

(1) The Parties agree to make annual allocations of funds or contributions in kind to the Commission for the purposes of this Agreement. The amount of such annual allocations shall be subject to the funds available to both Parties in accordance with their respective national laws and regulations. All commitments, obligations, and expenditures authorized by the Commission shall be made in accordance with an annual budget approved by both Parties. In the budgeting and accounting of funds and in the financial

and program reporting to the American Party, the Commission shall follow the United States Information Agency's Manual for Binational Commissions and Foundations and Polish financial regulations.

(2) The financial terms and conditions of this educational program shall be: the Polish side shall provide round trip air travel to Washington or New York for Polish grantees; the American side shall provide round trip air travel for American grantees to Warsaw. Housing and a suitable stipend shall be provided for American grantees in the Republic of Poland by the Polish side; Polish grantees shall receive a stipend from the American side that shall reflect their academic status and meet the costs of suitable housing in the United States of America.

Article V

(1) Subject to Article II, paragraph 8, the Board shall engage an Executive Director, who shall be in charge of the administrative work of the Commission, and such administrative and clerical staff as may be necessary; shall fix and pay their salaries; and shall incur other administrative expenses as may be necessary out of funds made available under this Agreement.

(2) Salaries of the Commission's staff shall be paid for from the annual allocations of funds by the Parties as provided in Article IV, paragraph 1. Suitable facilities in an appropriate, public location shall be furnished for the Commission by the Government of the Republic of Poland.

Article VI

(1) The educational program governed by this Agreement shall reflect a balance among the social sciences and humanities, on the one hand, and natural and technical sciences on the other.

(2) The Board shall assure that the programs described in this Agreement are properly and effectively publicized and announced. The appropriate governmental bodies and academic institutions in the Republic of Poland shall support the Board in this effort. Such governmental bodies and academic institutions shall take all other appropriate measures, such as timely placement of American scholars in the Republic of Poland, necessary for a successful exchange program. The Fulbright Scholarship Board and the organizations designated by it shall publicize the programs described in this Agreement and assist in placing grantees from the Republic of Poland within the United States of America.

Article VII

Reports acceptable in form and content to the recipients shall be made annually or as needed on the activities of the Commission to the Ministry of National Education of the Republic of Poland and to the United States Information Agency.

Article VIII

The Commission shall be located in Warsaw, but meetings of the Board and any of its committees may be held in other places in the Republic of Poland, as the Board determines.

Article IX

The Government of the United States of America and the Government of the Republic of Poland shall make every effort to facilitate the programs authorized in this Agreement and to resolve problems which may arise in the operations thereof. The coordinator of the exchanges on the Polish side shall be the Ministry of National Education and on the American side, the United States Information Agency. Both sides will support contacts and cooperation from other Polish ministries and organizations, so that a broad spectrum of both Polish and American ministries, organizations and institutions participate in these programs.

Article X

The obligations of the Parties and the activities carried out under this Agreement shall be subject to the laws and regulations of each country, as applicable, including those governing the availability of funds.

Article XI

This Agreement may be amended by written agreement between the Parties.

Article XII

(1) This Agreement shall enter into force on the date on which the Parties shall have notified each other that their legal requirements for the entry into force of this Agreement have been fulfilled. The Agreement shall remain in force for ten years unless terminated by either Party by written notice. Such notice shall be effective after the end of the next full academic year in the United States of America and the Republic of Poland following the date of such notice. Upon entry into force, this Agreement shall supersede the March 22, 1990, Agreement between the Government of the United States of America and the Government of the Republic of Poland for the Establishment of an Office for U.S.-Polish Educational Exchanges.

(2) Upon termination of the Agreement, all funds and property of the Commission shall become the property of the Government of the United States of America and the Government of the Republic of Poland, subject to such conditions, limitations and liabilities as may have been imposed thereon prior to termination, and shall be divided among them in proportion to their respective monetary contributions to the Commission during the previous calendar year.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed the present Agreement.

DONE at Warsaw, this 20th day of October 1995, in duplicate, each in the English and Polish languages, both being equally authentic.

FOR THE GOVERNMENT OF THE
THE UNITED STATES OF AMERICA

Malcolm A. Pez

FOR THE GOVERNMENT OF
REPUBLIC OF POLAND

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